American Clean Power Association Membership Agreement

This membership agreement (the "Agreement") is entered into by and between American Clean Power Association ("ACP") and the entity identified below ("Member") regarding membership in ACP (the "Association") effective as of the date executed by Member and communicated approval and acceptance by ACP (the "Effective Date").

PURPOSE AND INTENT

WHEREAS, ACP conducts various events, conferences and meetings, provides certain reports and newsletters, and makes available other products, committees and services which are only available to members of the Association, as more specifically set forth below and in related membership materials; and

WHEREAS, Member desires to join the Association and gain access to the benefits associated with membership and participation in the Association; and

WHEREAS, for and in consideration of Member's payment to ACP of the membership fee and subject to Member's compliance with the terms and conditions of this Agreement, ACP desires to grant Member membership in the Association and rights to use the benefits of members of the Association;

NOW, THEREFORE, ACP and Member agree as follows:

TERMS AND CONDITIONS

1. Membership. Subject to the terms and conditions set forth herein, Member's satisfactory and truthful completion of the Association application form (the "Application Form") and approval thereof by ACP, and Member's continued compliance with the ACP Bylaws, ACP Antitrust Compliance Guidelines, ACP Committee Rules of Engagement for Policy & Advocacy, and such other rules and guidelines that may be developed by the Association and provided to Member from time-to-time, ACP hereby grants to Member a membership in the Association during the Term (as defined below), which entitles Member to the benefits identified by the Association from time to time and in its sole discretion (except as otherwise provided in the ACP Bylaws) ("Benefits"), including a license to use ACP resources listed as Benefits during the term of membership. ACP Benefits and resources may not be used in any manner detrimental to the Association. Membership and receipt and use of the Benefits are non-transferrable or assignable by Member except as expressly set forth herein. Member may permit subsidiaries of Member to receive and use Benefits without the obligation to pay an additional Fee, provided that Member's calculation of the Fee at the time of application is based on financial figures including such subsidiaries; however, if Member is a subsidiary of another company or organization, Member's parent or affiliated companies or organizations may not use or be provided Benefits without their own membership and the payment of an additional Fee, calculated as set forth herein.

2. Term of Membership. Membership in the Association is on an annual basis calculated based on calendar years. Member is hereby granted membership in the Association for the calendar year set forth above and membership terminates on December 31st of that calendar year (the "Term"). Upon re-application through re-completion of the Application Form with updated information, and re-calculation of the annual Fee (as defined below), ACP may agree to extend the Term for each additional year.

3. Termination. This Agreement may be terminated by ACP upon written notice to Member if Member has not paid the Fee for the applicable Term or is otherwise in violation of this Agreement

or Association policies. Termination of this Agreement for any reason, other than a breach of this Agreement by ACP, will not affect Member's obligation to pay the Fee set forth herein.

4. Fee. As set forth in the Application Form, the Association membership fee (the "Fee") is calculated on an annual basis, based on class of membership and type of organization. The Fee is due and payable within thirty (30) days of the Effective Date. In addition to the Fee, Member is responsible for all applicable taxes (other than those relating to ACP's income), fees and transaction costs (including but not limited to wire and ACH fees) relating to payment processing or otherwise. Member understands that membership in the Association is subject to payment of the Fee as set forth herein and that failure to pay the Fee when due may result, in ACP's sole discretion, in 1) interest on the amount past due until paid, at the higher of the rate of eighteen percent (18%) and the maximum amount permitted by law; and/or 2) suspension of the right to any Benefits; and/or 3) suspension or termination of membership in the Association. ACP will be entitled to recover from Member all costs and expenses reasonably incurred by ACP in attempting to collect the past due Fee, including but not limited to reasonable attorneys' fees. In the event that membership is suspended or terminated for late payment, membership may be restored, in ACP's discretion, for the remainder of the applicable Term once the Fee and all related amounts are paid in full. The Fee is non-refundable in any event except as expressly set forth herein. Member agrees that it has and will accurately and truthfully identify and classify itself in the Application Form. Notwithstanding the foregoing, Member hereby grants to ACP the right to review and audit any and all information provided by Member or that is reasonably necessary for ACP to confirm the calculation of Fees; if such audit reveals a discrepancy in ACP's favor between how Member classified itself and how it should be classified (in ACP's sole, reasonable determination) Member will immediately pay any difference to ACP.

5. Warranties/Indemnities/Assumption of Risk/Limitation on Liability. ACP and Member warrant and represent that they have the full right and authority to enter into this Agreement and that the execution of this Agreement by each of the individuals signing this Agreement has been duly authorized by all necessary action by the applicable party. Member further represents and warrants that it is entering into this Agreement solely in furtherance of the goals of the Association, all information provided by it is true and accurate, and that any and all actions of and materials provided by Member do not and will not violate applicable laws or the rights of third parties. IN CONSIDERATION OF MEMBERSHIP IN THE ASSOCIATION AND ACCESS TO THE BENEFITS, MEMBER ASSUMES ALL RISKS ASSOCIATED WITH ITS MEMBERSHIP, USE OF THE BENEFITS, AND ANY AND ALL MATERIALS AND CONTENT MADE AVAILABLE TO IT HEREUNDER. FOR CLARITY, ALL BENEFITS ARE PROVIDED WITH NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, AND ACP EXPRESSLY DISCLAIMS ANY AND ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. As used in this section, ACP shall include its directors, officers, partners, members, agents, related and affiliated companies, predecessors, successors and assigns, employees, and all persons, corporations, partnerships or other entities with which they are or in the future may become affiliated (the "ACP Parties"). Member will indemnify, defend and hold ACP and the ACP Parties harmless from and against any and all third party claims, damages, costs and expenses arising out of or relating to its receipt and use of the Benefits or its breach or alleged breach of this Agreement. EXCEPT ARISING OUT OF MEMBER'S INDEMNIFICATION OBLIGATIONS OR FOR FAILURE TO PAY THE FEE WHEN DUE: IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY HEREUNDER EXCEED THE AMOUNT PAID BY MEMBER TO ACP FOR MEMBERSHIP IN THE THEN-CURRENT TERM AND IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, REVENUE, PROFITS OR SAVINGS EVEN IF SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE

POSSIBILITY OF SUCH DAMAGES OR CLAIMS. This section will survive the expiration or termination of this Agreement.

6. Ownership. Member hereby acknowledges and agrees that, in becoming a Member and receiving access to the Benefits, Member does not acquire any right, title or interest in or to any ACP Benefits or materials. Additionally, to the extent that Member provides input, creates or is involved in the creation of any content, materials, product, service or other invention or work of authorship or portion thereof (collectively "Materials") for, on behalf of, or in collaboration with ACP ("ACP Materials"), Member hereby acknowledges and agrees that all such Materials are and will be the sole property of ACP, and Member shall have no rights to use such Materials other than in furtherance of the goals of ACP as directed by ACP in its sole discretion. Member will execute all documents reasonably requested by ACP to protect its ownership interest in such Materials. Notwithstanding the foregoing, Member will retain ownership in and to Materials (a) it can prove by written documentation were existing and owned by Member prior to the Effective Date or (b) that were created by Member for its own purposes and not on behalf of ACP and without use of or reliance on ACP Materials except where otherwise permitted by ACP or under applicable law.

7. Confidentiality. Member acknowledges that in its participation in the Association as a member, it may receive access to the confidential information of ACP and other members. Member agrees to keep all such information as confidential, using reasonable efforts, but in no case less efforts than it uses to keep its own confidential information confidential, and use such information only in furtherance of the goals of ACP and the Association. If Member has any questions with regard to whether or not certain information is confidential or regarding how any information will be used, Member agrees to seek ACP's consent prior to any use of such information. In the course of providing Benefits or other services to Association members, ACP may request or Member may provide, non-public information that Member deems confidential or sensitive to Member ("Member Confidential Information"). Without the written consent of Member, ACP agrees that it will only use Member Confidential Information to provide Benefits or services to Association members or to otherwise further the objectives of ACP and Association members, and provided such Member Confidential Information is only disclosed to officers, employees, representatives, and consultants of ACP or its affiliates under obligations of confidentiality and on a need-to-know basis (unless otherwise required by law). Additionally, where Member Confidential Information is intended to be published (whether to members or otherwise) in reports or other resources, Member Confidential Information will be anonymized. While Member shall have the right to have ACP destroy any Member Confidential Information in its possession upon request, such right shall not apply to anonymized Member Confidential Information already contained in such reports or resources. Notwithstanding any termination of this Agreement or Member's membership, ACP shall be subject to these restrictions on use and disclosure for so long as such information constitutes Member Confidential Information.

8. Publicity. Member hereby grants to ACP the right to use Member's name and logo (as provided by Member from time to time) in promotion of Member's membership in the Association, including but not limited to inclusion in an online directory. Member may not use the ACP name or logo for commercial purposes without the express, written consent of ACP.

9. Force Majeure. Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any obligation under this Agreement (except for Member's obligations to make payments to ACP hereunder), when and to the extent such failure or delay is caused by or results from occurrences beyond the impacted party's reasonable control (a "Force Majeure Event"), including but not limited to fire, explosion, strike, freight embargo, act of God or of the public enemy, war, civil

disturbance, terrorism, act of any government, de jure or de facto, or agency or official thereof, labor shortage, transportation contingencies, unusually severe weather, default of manufacturer or a supplier, quarantine restrictions, epidemic or catastrophe. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The impacted party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause, provided, however, that in the event that the impacted party's failure or delay remains uncured for a period of thirty (30) days or more following written notice given by it under this Section, either party may thereafter terminate this Agreement upon fifteen (15) days' written notice.

10. General. This Agreement, including any attachments hereto, represents the entire understanding of the parties with respect to the subject matter stated herein and supersedes all previous understandings regarding the subject matter hereof. Nothing herein creates nor shall be interpreted to create any partnership, joint venture or other relationship by and between the parties, and neither party may represent itself as an employee, agent or representative of the other, nor may either party incur any obligations on behalf of the other party without the written consent of the other party, unless specifically authorized in this Agreement. No amendments or modifications to this Agreement shall be effective unless made in writing and signed by each party. No waiver of any breach of this Agreement, whether by conduct or otherwise, shall be deemed to be a waiver of any other or subsequent breach, and the failure of a party to enforce any provision hereof shall not be deemed to be a waiver of such party's right to subsequently enforce such provision or any other provision of this Agreement. In the event that a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement and it shall continue in full force and effect; the parties shall endeavor to negotiate additional terms as feasible, in a timely manner, so as to fully effectuate the original intent of the parties, to the extent possible. All notices under this Agreement must be in writing and shall be deemed to have been properly given and effective: (i) upon delivery if delivered in person; or (ii) 5 business days after deposit in the United States Mail, registered or certified; or (iii) 1 business day after deposit with a nationally-recognized express courier (where overnight delivery is requested), in each case to the address set forth above or such other address as provided in writing to the other party for such purposes. Any notice provided outside of the receiving party’s normal business hours shall be deemed received on the next business day for such party. This Agreement is subject to the laws of the District of Columbia without regard to any conflict of laws provisions. Any claim to enforce this Agreement or relating hereto will be brought in the State or Federal courts (as applicable) sitting in the District of Columbia.

Member has caused this Agreement to be executed, by physical or electronic signature or other electronic acceptance, on its behalf by its duly authorized representative. This Agreement is deemed executed by a duly authorized representative of ACP upon communication of approval and acceptance to Member.
